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CVNKA Tract 109-52

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION

SEP 25 1985
Filing
Clerk of Court
Northern District of Ohio

UNITED STATES OF AMERICA,
Plaintiff,

v.

191.55 ACRES OF LAND, MORE OR
LESS, SITUATED IN THE COUNTY OF
SUMMIT, STATE OF OHIO, AND
JOHN KREJCI, III, et al.,

Defendants.

CIVIL ACTION NO. C79-985A

Judge Contie

CONSENT JUDGMENT

Tract No. 109-52

Upon application of the parties and for good cause shown a Consent Judgment is hereby rendered in the amount of \$850,000.00 (for Tract 109-52) against Plaintiff, United States of America, in favor of defendant John Krejci, III, as fair and just compensation for Tract 109-52, such sum to be in full and complete satisfaction of any and all claims arising out of the taking of said tracts, a legal description of which is attached hereto for each tract as Exhibit A and made a part hereof.

IT IS ORDERED that defendant, John Krejci, III, is to retain a special use and occupancy for a period of 5 years as to a 28.17 acre portion of land described in Exhibit B which is presently used as a salvage yard, hereinafter referred to as the reserved premises, said term of occupancy to expire October 1, 1985. The terms and conditions of said occupancy are as follows:

Conditions of Special
Use and Occupancy
of Reserved Premises

1. Use. John Krejci, III, in the use of the premises shall conform to all applicable laws, ordinances, and regulations in effect in the area, including but not limited to all applicable general National Park Service regulations and general and special regulations for the area in particular.
2. Preservation. John Krejci, III, shall not add to or materially alter the character of existing improvements or structures or perform any new construction or change the topography of the land. Any building or structure damaged

or destroyed by fire or other casualty or deteriorated by the elements or wear and tear may be maintained, repaired, remodeled or reconstructed so long as the basic character of the building or structure is not materially altered. John Krejci, III, agrees to permit the National Park Service to enter upon the lands to screen or otherwise disguise the premises from public view.

3. Maintenance of reserved premises. John Krejci, III, shall maintain all structures and improvements in good repair and shall not commit waste on the reserved premises. John Krejci, III, is responsible for all costs arising out of the reserved premises, including all costs of maintenance and repair and all utility charges. The United States has no responsibility for any charges or expenses in connection with the reserved premises.
4. Precautions. John Krejci, III, shall take reasonable care to avoid damage to adjacent or nearby Federal lands or property through the spread of fire originating on the reserved premises, through the spread of sewage or other polluting substances originating on the reserved premises, or by any other activities representing a nuisance or hazard to adjacent or nearby Federal lands or property.
5. Taxes. John Krejci, III, is responsible for the payment of any taxes or assessments that may be levied against his interest in the reserved premises.
6. Liability. John Krejci, III, shall hold the United States harmless for any liability arising out of the use of the premises by John Krejci, III, and shall at its expense carry such public liability insurance as is customary for said business providing such insurance is available. And shall make a copy of said insurance policy(s) available to the Cuyahoga Valley Recreation Area Park Service Office.
7. Insurance. John Krejci, III, is responsible for insuring his interest in the reserved premises.
8. Transfer. The reserved premises may not be conveyed or subleased nor may this special use and occupancy be transferred or assigned to any other person or party.
9. Expiration of term. John Krejci, III, shall peacefully relinquish possession and control of the premises upon the expiration of the term of the special use and occupancy. He shall leave the reserved premises in a reasonably clean condition. He shall not remove any structures or other improvements which are permanently affixed to the realty unless proper arrangements, with adequate consideration for such removal, have been made with the National

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Park Service. Any personal property left on the reserved premises upon the expiration of the term may be disposed of by the National Park Service.

10. Relocation benefits. John Krejci, III, acknowledges that he is fully aware of the relocation benefits available to him pursuant to Pub. Law 91-646 and with said knowledge and in consideration of this agreement waives all rights to said relocation benefits without recourse.
11. Business Operation. John Krejci, III, shall not increase in any way the inventory of the present business. However, he may during the term of his occupancy sell, transfer, barter or otherwise dispose of any of the present salvage inventory upon the land.
12. Good Faith. John Krejci, III, shall make a good faith effort to dispose of all of the present inventory and further acknowledges that the United States will in no way be responsible for or pay any claim for any abandoned property of any type goods, real or personal, left by John Krejci, III, at the termination of this special use and occupancy agreement.
13. Inspection. John Krejci, III, agrees upon reasonable notice to permit the inspection of the premises by the National Park Service.
14. Considerations. In consideration of this settlement agreement, John Krejci, III, agrees to enter into a similar special use agreement with the National Park Service concerning Tract No. 107-65.

IT IS FURTHER ORDERED that plaintiff shall issue a check in the sum of \$850,000.00 to Guardian Title & Guaranty Agency, Inc. 24300 Chagrin Boulevard, Beachwood, Ohio 44122. As escrow agent for the United States of America, Guardian Title & Guaranty Agency, Inc., shall disburse all funds to defendant, John Krejci, III, c/o Michael T. Gavin, 2150 Illuminating Building, Cleveland, Ohio 44113 attorney for defendants, after satisfying all liens and encumbrance and after withholding sufficient monies in escrow for real estate taxes and/or assessments not yet due and payable.

151 Kerry J. Conley Jr.
UNITED STATES DISTRICT COURT JUDGE

Handwritten signature
CLERK

LEGAL DESCRIPTION AND PLAT
OF RESERVED PREMISES

Being a parcel of land in the Township of Boston, County of Summit and State of Ohio, and known as being a part of O. L. 39 in said Township and being more particularly described as follows:

Commencing at a Hickory tree at the Northeast corner of Original Lot Number 38 in said Township;

Thence, along the North line of said Lot, S. 89° 48' W., 779.30 feet, to an iron pin at the intersection of Hines Hill Road and the North line of said Lot;

Thence, along said road, as now travelled, N. 46° 58' W., 391.74 feet to the true point of beginning of the parcel herein described;

Thence, N. 88° 46' 34" W., 1153.77 feet to the West line of a 75.27 acre parcel conveyed to John Krejci III on November 15, 1973;

Thence, along said West line N. 0° 12' 19" W., 2030 feet;

Thence, S. 39° 49' 30" E., 92.52 feet;

Thence, S. 21° 18' E., 62.43 feet;

Thence, S. 16° 53' E., 148.08 feet;

Thence, S. 16° 32' E., 115.05 feet;

Thence, S. 4° 42' E., 137.80 feet;

Thence, S. 54° 09' W., 78.22 feet to Hines Hill Road, witness from this point an Iron pin found bent and reset, N. 35° 51' W., 305.31 feet, said pin being a point of intersection in Hines Hill Road, Station 58+27.33 as shown on centerline Survey Plat I-271-8.29; (Note: Bearing on said Plat for Monument Boxes is S. 61° 05' 54" E., per this survey bearing is S. 63° 41' E.)

Thence, along said road, as now travelled, S. 35° 51' E., 354.51 feet;

Thence, leaving said road, S. 66° 00' 23" E., 177.56 feet;

Thence, S. 27° 58' E., 110.00 feet to the aforesaid road;

Thence, leaving said road, S. 64° 19' 32" E., 448.16 feet;

Thence, S. 23° 14' 49" E., 489.21 feet;

Thence, S. $10^{\circ} 24' 26''$ E., 227.71 feet;

Thence, S. $55^{\circ} 53'$ W., 92.94 feet to the aforesaid road;

Thence, along said road, as now travelled, S. $32^{\circ} 32'$ E., 135.00 feet to the true point of beginning and containing 28.17 acres of land, more or less.

The above described parcel is known as part of Tract 109-52 of the Cuyahoga Valley National Recreation Area.